

09CV2704
JUDGE DER-YEGHIAYAN
MAGISTRATE JUDGE DENLOW
AO

EXHIBIT A

FIDELITY INVESTMENTS LIFE INSURANCE COMPANY
Salt Lake City, Utah

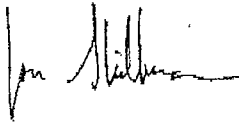
A Stock Life Insurance Company

Fidelity Investments Life Insurance Company (the Company) agrees to pay the Proceeds of this Policy to the Beneficiary after receipt of due proof of the death of the Insured while this Policy is in force and to provide the other rights and benefits in accordance with the terms of this Policy.

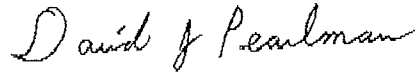
Read This Policy Carefully. This is a legal contract between the Owner and the Company.

Right to Return This Policy. This policy may be returned, within 20 days after its receipt, to the Company or to the agent through whom it was purchased. Upon cancellation, the Company will refund any premium paid and this Policy will be void from the beginning.

Signed for the Company at its Executive Office in Boston, Mass.



President



Secretary

Term Life Insurance to Age 95
Face Amount Payable at Death of Insured Prior to the Expiration Date
Premiums Payable During Lifetime of Insured Prior to the Expiration Date
Provision for Premium Change
Options for Payment of Proceeds
Convertible During Conversion Period
Nonparticipating - No Annual Dividend

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POLICY SCHEDULE

Fidelity Investments Life Insurance Company
P.O. Box 1306
Boston, MA 02104-9907

Policy Number: TL000-5560

Insured: Ari M. Squire

Age/Sex: 31/Male

Policy Date: August 12, 1999

Premium Class: Preferred/NonTobacco

Issue Date: August 13, 1999

End of Conversion Period: August 12, 2007

Additional Agreements: None

Premium Mode: Annual

Description of Benefits: 10 Year Renewable and Convertible Term Life Insurance

First Year Annual Premiums

Face Amount	Base Policy	Total Premium*
\$5,000,000	\$2,460.00	\$2,460.00

Expiration Date: August 12, 2063

***Subsequent Premiums Are Shown On The Following Policy Schedule Pages.**

POLICY SCHEDULE

Policy Year	<u>Current Annual Premiums</u>	<u>Maximum Annual Premiums</u>
	Annual Base Policy	Annual Base Policy
1	2,460.00	2,460.00
2	2,460.00	2,460.00
3	2,460.00	2,460.00
4	2,460.00	2,460.00
5	2,460.00	2,460.00
6	2,460.00	2,460.00
7	2,460.00	2,460.00
8	2,460.00	2,460.00
9	2,460.00	2,460.00
10	2,460.00	2,460.00
11	11,910.00	37,110.00
12	12,810.00	39,810.00
13	13,860.00	42,960.00
14	14,910.00	46,110.00
15	16,160.00	49,860.00
16	17,510.00	53,910.00
17	18,960.00	58,260.00
18	20,510.00	62,910.00
19	22,260.00	68,160.00
20	24,110.00	73,710.00
21	26,310.00	80,310.00
22	28,860.00	87,960.00
23	31,710.00	96,510.00
24	35,010.00	106,410.00
25	38,660.00	117,360.00
26	42,710.00	129,510.00
27	47,010.00	142,410.00
28	51,660.00	156,360.00
29	56,910.00	172,110.00
30	62,760.00	189,660.00
31	69,260.00	209,160.00
32	76,660.00	231,360.00
33	85,110.00	256,710.00
34	94,660.00	285,360.00
35	105,210.00	317,010.00
36	116,560.00	351,060.00
37	128,860.00	387,960.00
38	142,060.00	427,560.00
39	156,460.00	470,760.00

The above Current Annual Premiums are the premiums we are planning to charge. The Current Annual Premiums are not guaranteed, except for the first 5 policy years. After the first 5 policy years, the Current Annual Premiums may be changed in accordance with the premium change provision in this policy. However, the Current Annual Premiums may never exceed the maximum annual premiums shown on this page.

Premiums paid other than annually are determined by multiplying annual premiums by .51 for a semi-annual payment mode and .09 for a monthly draft payment mode.

POLICY SCHEDULE

Policy Year	<u>Current Annual Premiums</u>	<u>Maximum Annual Premiums</u>
	Annual Base Policy	Annual Base Policy
40	172,710.00	519,510.00
41	194,110.00	583,710.00
42	212,360.00	638,460.00
43	236,760.00	711,660.00
44	264,160.00	793,860.00
45	293,560.00	882,060.00
46	324,860.00	975,260.00
47	357,760.00	1,074,660.00
48	391,910.00	1,177,110.00
49	428,160.00	1,285,860.00
50	467,910.00	1,405,110.00
51	512,160.00	1,537,860.00
52	562,160.00	1,687,860.00
53	618,510.00	1,856,910.00
54	680,110.00	2,041,710.00
55	745,560.00	2,238,060.00
56	813,560.00	2,442,060.00
57	883,510.00	2,661,910.00
58	954,010.00	2,863,410.00
59	1,026,010.00	3,079,410.00
60	1,100,510.00	3,302,910.00
61	1,178,760.00	3,537,660.00
62	1,263,310.00	3,791,310.00
63	1,357,710.00	4,074,510.00
64	1,477,810.00	4,434,810.00

The above Current Annual Premiums are the premiums we are planning to charge. The Current Annual Premiums are not guaranteed, except for the first 5 policy years. After the first 5 policy years, the Current Annual Premiums may be changed in accordance with the premium change provision in this policy. However, the Current Annual Premiums may never exceed the maximum annual premiums shown on this page.

Premiums paid other than annually are determined by multiplying annual premiums by .51 for a semi-annual payment mode and .09 for a monthly draft payment mode.

DEFINITION OF TERMS

Age: The Insured's age nearest birthday on the Policy Date.

Application: The application for this Policy which is attached to and made a part of this Policy.

Beneficiary: The party(s) named in the application, unless changed later as provided in this Policy.

Due Proof: Information or evidence submitted to us sufficient to satisfy us of the existence of a fact or condition.

Face Amount: The amount the Company will pay at the death of the Insured.

Insured: The person whose life is insured under this Policy as shown in the Policy Schedule.

Issue Date: This date is shown in the Policy Schedule. This is the date from which the Suicide and Contestability periods are measured.

Policy Anniversary: The same day and month as the Policy Date for each succeeding year this Policy remains in force.

Policy Date: The date shown as such on the Policy Schedule. The Policy Date is the date used in computing policy anniversaries, policy years, policy months and subsequent premium due dates.

Policy Schedule: The pages of this policy so titled which show your benefits, premium and other information.

Policy Year: A one year period of time starting on successive policy anniversaries, with the first policy year starting on the Policy Date.

Request: A request in writing in a form acceptable to us, signed by the Owner and received by the Company at our Executive Office.

GENERAL PROVISIONS

The Contract

This Policy, the application, any riders, and any endorsements attached to this Policy constitute the entire contract. Only the President, the Secretary, or an Assistant Secretary of the Company has the power, on behalf of the Company, to change, modify, or waive any provisions of this Policy.

Any changes, modifications, or waivers must be in writing. No agent or person other than the above named officers has the authority to change or modify this Policy or waive any of its provisions.

Date Coverage Begins

Coverage begins on the later of the following two dates. (1) the Policy Date shown on the Policy Schedule, and (2) the date that all terms of the application are met, including receipt of the initial premium by the Company at its Executive Office.

Nonparticipating

This Policy is nonparticipating. It will not share in our profits or surplus earnings.

Control

Consistent with the terms of any Beneficiary designation and any assignment received by the Company, the Owner may, during the lifetime of the Insured:

1. assign or surrender this Policy;
2. amend or modify this Policy with the consent of the Company; and
3. exercise any right, receive any benefit, or enjoy any privilege contained in this Policy.

The Company reserves the right to require this Policy for endorsement of any assignment, change of beneficiary designation, amendment, or modification.

Assignment

Your policy may be assigned. An assignment of this Policy will not be binding on the Company unless it is in writing and received by the Company at its Executive Office. The Company will not be responsible for the validity or effect of any assignment. The Company reserves the right to require this Policy for endorsement of any assignment.

Absolute Assignment

An absolute assignment of this Policy will cause the assignee to be made the Owner.

Collateral Assignment

A collateral assignment will not cause a change of ownership. However, the rights of any Owner, Beneficiary, or other payee will be subject to the terms of the collateral assignment.

Contestability

All statements made in the application by or on behalf of the Insured are representations and not warranties. Statements may be used to contest a claim of the validity of this Policy only if they are contained in the application and a copy of the application is attached to this Policy when issued.

Except for nonpayment of premiums, the validity of this Policy will not be contestable after it has been in force during the lifetime of the Insured for two years from the Policy Date or, if reinstated, the date of reinstatement. Reinstatements may be contested only with respect to material misstatements made in the application for reinstatement.

Suicide

If the Insured commits suicide, while sane or insane, within two years from the Policy Date, the liability of the Company under this Policy will be limited to the premiums paid.

Misstatement of Age and/or Sex

If the age and/or sex of the Insured has been misstated, the benefits available under this Policy will be those which the premiums paid would have purchased at the correct age and/or sex. Age refers to the Insured's age nearest birthday on the Policy Date.

Change of Plan

This Policy may be changed to another policy or Face Amount or both as long as the Owner and the Company both agree.

Elections, Designations, Changes, and Requests

All elections, designations, changes, and requests must be made in a form acceptable to the Company and become effective when received by the Company at its Executive Office.

Termination

All coverage under this Policy will terminate when any one of the following occurs:

1. at the end of the Expiration Period;
2. the Grace Period ends without payment of the required premium;
3. the Insured dies; or
4. when this Policy is converted.

Coverage will terminate at 12:00 midnight on any given termination date.

OWNER AND BENEFICIARY

Designation of Owner

Owner means the Owner identified in the application or a successor. All the rights of the Owner belong to the Owner while the Insured is alive. The rights pass to the estate of the Owner if the Owner dies before the Insured.

Change of Owner

The Owner may transfer all ownership rights and privileges to a new owner. The request must be in writing in a form acceptable to the Company at its Executive Office. The change will be effective when the Company receives it. The Company will not be responsible for any payment or other action it has taken before having recorded the transfer. A change of ownership will not, in and of itself, affect the interest of any Beneficiary.

Designation of Beneficiary

The Beneficiary named in the application for this Policy will receive the Proceeds when the Insured dies unless the Beneficiary designation has been changed by the Owner.

Change of Beneficiary

The Owner may change any Beneficiary designation while the Insured is alive unless otherwise provided in the previous designation. A change of Beneficiary designation will revoke any previous designation.

A change of designation may be made by filing a written request with the Company at its Executive Office. The request must be in a form acceptable to the Company. The Company may require this Policy for endorsement of a change of Beneficiary designation.

Death of Beneficiary

Unless otherwise provided in the Beneficiary designation:

1. if any Beneficiary dies before the Insured, that Beneficiary's interest will pass to any other Beneficiaries according to their respective interests; or
2. if no Beneficiary survives the Insured, the Proceeds will be paid in one sum to the Owner, if living; otherwise to the Owner's estate.

PREMIUMS

Where Payable

Premiums are payable to the Company at its Executive Office. Premiums may also be paid through an authorized representative. A receipt will be furnished upon request.

Frequency

Premiums are payable in advance beginning on the Policy Date at the intervals shown on the Policy Schedule. Premiums may be paid annually, semiannually, or monthly. The Owner may change the frequency of premium payments subject to the Company's rules in effect at the time of the change. The change is made by filing a written request in a form acceptable to the Company at its Executive Office.

Premium Change

The maximum annual premiums are shown on the Policy Schedule pages. The Company may charge less than the maximum annual premiums.

Any change in the premium:

- * will be on a uniform basis by age, sex, plan type, premium class, and policy duration;
- * will be based on expectations of future investment earnings, mortality rates, persistency rates, and expenses;
- * will not occur on account of deterioration of the Insured's health or a change in occupation; and
- * will not be made more frequently than once a year.

The Company will send you a notice of any change before it takes effect and a new premium rate table when rates are changed showing the new current premium rates for all policy years. Any benefits provided by attached riders will not be affected by this provision unless otherwise provided in the rider.

Grace Period

A Grace Period of 31 days will be allowed for payment of each premium after the first. This Policy will continue in full force during that period and no interest will be charged. If death occurs during a Grace Period, we will deduct the unpaid premium prorated to the date of death, from the amount payable to the Beneficiary.

Default in Payment of Premiums and Reinstatement

Default in Payment of Premiums

Any premium not paid before the end of its Grace Period will result in default. The date of default is the date on which the unpaid premium was due. Default will terminate this Policy.

Reinstatement

The Policy may be reinstated at any time within two years after default. The requirements for reinstatement are:

1. your written application and evidence of insurability acceptable to the Company; and
2. payment of all overdue premiums, and
3. payment of interest on any overdue premiums at the annual interest rate of 6%, compounded annually.

CONVERSION

This Policy is not convertible for the first year after the Policy Date. At that time it may be converted to a new policy on the life of the Insured, any time prior to the End of the Conversion Period shown on the Policy Schedule if the Company offers a level premium permanent life insurance policy at that time. A policy that is not issued by the Company may also be made available.

Subject to the Company's approval, the conversion may also be made to certain non-level premium permanent life insurance policies.

The new policy will:

1. Not be for a Face Amount which exceeds the Face Amount provided by this Policy on the date of conversion;
2. Have premiums based on the rates in use by the Company at the time of conversion;
3. Be in the same Premium Class as this Policy;
4. Have the date of conversion as its Policy Date; and
5. Include a rider providing benefits in event of total disability if:
 - a. That benefit is in force under this Policy on the date of conversion
 - b. That benefit is available with new policies at the then current age of the Insured; and
 - c. The Insured is not totally disabled.

Requirements for Conversion

Both this Policy and a written request must be received by the Company at its Executive Office. The request must be in a form acceptable to the Company and must be signed by:

1. The Owner
2. Any assignee; and
3. Any Beneficiary whose designation the Owner has not reserved the right to change.

Evidence of insurability will not be required.

Contestable and Suicide

The contestable and suicide periods for the new policy will be measured from the date of this policy. However, if this policy has been reinstated, the contestable period for the new policy will be measured from the last reinstatement date.

AMOUNT OF PROCEEDS

Proceeds

Proceeds payable at the death of the Insured will be the sum of:

1. the Face Amount then in force; plus
2. any insurance on the life of the Insured provided by benefit riders; plus
3. the part of any premium paid which applies to a period after the Insured's death ; minus
4. the part of any premium due and unpaid which applies to a period before the Insured's death.

PAYMENT OF PROCEEDS

Payment

Any amount to be paid at the death of the Insured or any other termination of this Policy will be paid in one sum or in accordance with any settlement option then offered by the Company and designated by the payee. Interest will be paid on this amount from the date of death or maturity to date of payment at a specified rate, not less than that required by law.

Other Payment Options

The Proceeds will be paid in any other manner agreed to by the Company.

Claims of Creditors

To the extent allowed by law, Proceeds will not be subject to any claims of a Beneficiary's creditors.

FIDELITY INVESTMENTS LIFE INSURANCE COMPANY

**Salt Lake City, Utah
A Stock Life Insurance Company**

**Principal Office:
82 Devonshire Street, R25B
Boston, MA 02109
1-888-FIDTERM
(888-343-8376)**

Term Life Insurance to Age 95
Insurance Payable at Death of Insured Prior to the Expiration Date
Provision for Premium Change
Options for Payment of Proceeds
Convertible Until End of Conversion Period
Nonparticipating - No Annual Dividends

If you have any questions concerning this Policy or if anyone suggests that you change or replace this Policy, please contact your Fidelity Investments Representative or the Executive Office of the Company.

FIDELITY INVESTMENTS LIFE INSURANCE COMPANY
A Stock Life Insurance Company

ENDORSEMENT

This endorsement is part of the Contract. This endorsement updates the Term Life Insurance Service Center's address and is effective upon receipt. Attach this endorsement to your Contract. Notwithstanding any other provision in the Contract, requests to the Company are not effective until received at the address referenced below.

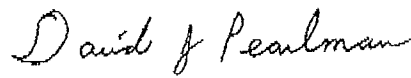
All communications to Fidelity Investments Life Insurance Company regarding term life insurance should be sent to:

Fidelity Investments Life Insurance Company
Term Life
Post Office Box 290692
Wethersfield, CT 06129-0692
(888) 343-8376

Signed for the Company at its Executive Office, Boston, Massachusetts



President



Secretary